

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: HELEN L. CREWS, Debtor, TOYOTA MOTOR CREDIT CORPOATION, Movant, v. HELEN L. CREWS, HENRY BUSH, and WILLIAM C. MILLER, Trustee, Respondents.	Bankruptcy No. 20-14111-elf Chapter 13 Document No.
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

AND NOW COMES, Movant, Toyota Motor Credit Corporation (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay and Co-Debtor Stay, stating as follows:

PARTIES

1. Respondent, Helen L Crews (“Debtor”), is an adult individual with a place of residence located at 5128 Knox Street, Philadelphia, PA 19144.
2. Respondent, Henry Bush (“Co-Debtor”), is an adult individual with a place of residence at 5128 Knox Street, Philadelphia, PA 19144.
3. William C. Miller is the appointed Chapter 13 Trustee for this bankruptcy (the “Trustee”).

JURISDICTION AND VENUE

4. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 1301(c) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

5. On or about October 16, 2020, Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code (the “Petition Date”).

6. On or about February 9, 2020, Debtor and Co-Debtor, purchased a 2019 Toyota RAV4, VIN# JTMG1RFVXKJ004007 (hereinafter the “Vehicle”), pursuant to a Retail Installment Contract and Security Agreement (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as Exhibit A.

7. Movant has a secured interest in the Vehicle, as evidenced by the Certificate of Title (or Title Report) attached hereto as Exhibit B.

8. The Contract requires monthly payments of \$552.88, which amounts are due on or before the 26th day of each month.

9. As of the date of this Motion, Debtor and Co-Debtor were in post-petition default of their payment obligations to Movant in the total amount of \$1,658.64.

10. The gross balance due on the Contract is \$20,308.43.

11. The N.A.D.A. value of the Vehicle is \$23,275.00, as evidenced by a copy of the N.A.D.A report attached hereto as Exhibit “C”. Therefore, there is minimal equity in the Vehicle.

12. Debtor’s Chapter 13 Plan states that monthly payments to Movant will be made outside of the plan. Debtor has failed to comply with this requirement.

13. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because Debtor has failed to make post-petition payments. 11 U.S.C. §362(d)(1).

14. In the event relief from stay is granted, Movant further requests relief from the co-debtor stay to pursue the Co-Debtor for any amounts remaining due and owing pursuant to the terms of the underlying Contract subsequent to the sale of the collateral. 11 U.S.C. § 1301(c).

WHEREFORE, Movant, Toyota Motor Credit Corporation respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d) and §1301(c) granting Movant relief from stay and from the co-debtor stay with respect to the 2019 Toyota RAV4, VIN# JTMG1RFVXKJ004007.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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